

4. ORDER NO.
5. SOLICITATION NO.
6. SOLICITATION DATE
7. FOR SOLICITATION INFORMATION CALL
8. OFFER DUE DATE/LOCAL TIME

MO4-010
8-20-03
a. Name
b. Telephone No. (301) 846-5170
9-10-03 3:00

9. ISSUED BY  
SAIC-Frederick, Inc.  
NCI-Frederick  
P.O. Box B  
Frederick, MD 21702-1201  
1050 Boyles Street, Ft. Detrick  
Room 204

10a. THIS ACQUISITION IS SET ASIDE FOR:  
☐ SIZE STANDARD:  
NAICS:
10b. FEDERAL ID:
11. DELIVERY FOB DESTINATION  
UNLESS BLOCK IS MARKED ☐
12. DISCOUNT TERMS
14. DELIVER TO  
NCI-Frederick  
1050 Boyles Street  
Frederick, MD 21702-1201

MARYLAND SALES AND USE TAX  
DIRECT PAY PERMIT #3
13. METHOD OF SOLICITATION  
☐ RFQ ☐ IFB ☐ RFP
15. SUBMIT INVOICE TO  
SAIC-Frederick, Inc.  
Accounts Payable  
P.O. Box B  
Frederick, MD 21702-1201  
Telephone No.: 301-846-1136

16a. CONTRACTOR/OFFEROR
16b. REMITTANCE ADDRESS

Telephone No.

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT	23. TOTAL AWARD AMOUNT (for SAIC-Frederick, Inc. use only)
	Custom Synthesis: (See Attachment)					\$
Attach additional sheets as necessary						

24a. SOLICITATION INCORPORATES FAR 52.212-1, FAR 52.212-3, AND FAR 52.212-4 BY REFERENCE IF NOT ATTACHED. APPLICABLE ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.  
24b. SOLICITATION INCORPORATES FAR 52.222-26, FAR 52.222-35, AND FAR 52.222-36 BY REFERENCE IF NOT ATTACHED.  
24c. SAIC STANDARD TERMS AND CONDITIONS, DATED 7/15/03, ARE INCORPORATED BY REFERENCE IF NOT ATTACHED.  
24d. CONTRACT/PURCHASE ORDER INCORPORATES FAR 52.212-4 BY REFERENCE. APPLICABLE ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
26. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

27a. SIGNATURE OF OFFEROR/CONTRACTOR
27b. NAME AND TITLE OF SIGNER (Type or Print)
27c. DATE SIGNED

28a. SIGNATURE OF SAIC-Frederick, Inc. OFFICIAL
28b. NAME OF AUTHORIZED INDIVIDUAL
28c. DATE SIGNED

**SAIC FREDERICK**

**SOLICITATION NO. M04-010**

**A. SUPPLIES/SERVICES**

<u>ITEM #</u>	<u>SUPPLIES / SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1	Custom Synthesis:  At least 0.1g of each of four (4) stable isotopes ( $^2\text{H}$ , $^{13}\text{C}$ , and/or $^{18}\text{O}$ ) substituted estrogen metabolites whose names are listed on Attachment 1	1	Lot	\$ _____ (Total amount from Attachment 1)

**B. SPECIFICATIONS/WORK STATEMENT**

1. Molecular weight (MW) must be at least 4 Da greater than that of the natural material.
2. Mass spectrum must be provided confirming that no more than 2% of the total mass appears at MW's smaller than that of the natural material plus 4, even after dissolution in pH 10.5 aqueous medium for 60 min at 60°C.
3. Combustion analysis data must be supplied showing carbon and hydrogen values within 0.4% of theory.
4. HPLC data with UV or ideally with evaporative light scattering detection should be provided.
5. Example Method: Of many methods that could be used for the desired preparations, an exchange/reduction approach shown to be successful for preparing analogues is described in "Wudy, S.A. Synthetic procedures for the preparation of deuterium-labeled analogs of naturally occurring steroids, Steroids, 1990, 55(10): 463-71"
6. Offeror must specify delivery date as well as cost for each compound.
7. The offeror shall sign and return the Non-Disclosure Agreement (Attachment 2) in order to perform work under this contract.

**Solicitation No. M04-010**

**C. CONTRACT TERMS/LOGISTICS**

**1. SAIC-FREDERICK, INC. HOLIDAYS**

Service/delivery shall not be made on any of the below listed holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents Day	Columbus Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Service/delivery shall be scheduled for the following work day.

2. Award of this solicitation may be made without discussion.

3. OFFERS. All proposals, modifications and/or withdrawals must be signed, dated and received in the place specified and at the time required in this solicitation document. Neither telephone nor facsimile submittals will be accepted.

Offers may be withdrawn by written notice received at any time before the exact time set for receipt of bids in accordance with FAR clause 52.214-7(e).

Offers must be compliant with all solicitation requirements in order to be eligible for award.

Offerors may submit multiple offers that satisfy the requirements of this solicitation. Each offer submitted will be evaluated separately.

Offers may be submitted on SAIC-Frederick, Inc. forms or on letterhead stationery. For the latter, the same format must be utilized unless the pricing structure renders the offeror unable to conform to the requested format. Offer must state 1) the reason(s) for non-conformance and 2) the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offerors that fail to furnish the required representations or information, or reject the terms and conditions of the solicitation will be excluded from consideration.

4. Offeror must state any and all fees that could be applicable to any contract awarded from this solicitation. Payment will not be made for any additional charge unless stated in solicitation response and/or is approved on a case-by-case basis by the SAIC-Frederick, Inc..

5. SAIC-Frederick, Inc. is eligible for Federal Supply Schedule pricing. If the items offered are on FSS, the contract number must be cited and a copy of the GSA Schedule or VA Schedule must accompany the offer.

**Solicitation No. M04-010**

6. Partial offers will be accepted. Award of this solicitation may be made per compound.

7. **INVOICE SUBMISSION**

a. Invoices shall be prepared in accordance with the following:

1. An original and one (1) copy to the following designated payment office:

Attn: Accounts Payable Department  
SAIC-Frederick, Inc.  
P.O. Box B, Building 244  
Frederick, Maryland 21702-1201

2. An invoice is a written request for payment under the contract for items delivered or services rendered. In order to be proper, an invoice must include, as applicable, the following:

- A. Invoice date; (note: date of Contractor's invoice shall not be earlier than delivery/service date);
- B. Contractor name;
- C. Contract number (including delivery order number, if applicable);
- D. Description of items or services, quantity, contract unit of measure, contract unit price, and extended total;
- E. Payment terms and any trade discounts or allowances;
- F. Name and address to which payment is to be sent;
- G. Name, title, phone number, and mailing address of person to be notified in event of a defective invoice; and
- H. Back-up documentation for fees and expenses, such as airline tickets, telephone bills, rental car receipts, parking receipts, etc.

b. SAIC-Frederick, Inc. shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract.

8. **ADMINISTRATIVE INFORMATION.** Offerors shall provide the following information:

- a. Federal Tax Identification Number or Employer Identification Number.
- b. Business classification: LB, SB, SDB, Small WOB, HUBZone, Vet, DVet

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9. The SAIC-Frederick, Inc. retains the right to access the contractor's pertinent accounting records, personnel, job sites, warehouses and other contract related areas to the extent that such accounts are relevant to the contract work. This right may be exercised at any time during the course of the contract and will occur during normal business hours upon thirty days notice to the contractor.

10. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR).

The following COTR will represent SAIC-Frederick, Inc. for the purpose of this contract:

Dr. Larry Keefer  
Telephone: 301-846-1467  
E-mail - keefer@ncifcrf.gov

The COTR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance. Interpretations of the Statement of Work will be mutually agreeable to the Contractor and SAIC-Frederick, Inc.

The Contracting Officer is the only person with the authority to (1) act, direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the contractor for any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract. All changes in the Statement of Work must be approved by the Contracting Officer. SAIC-Frederick, Inc. may unilaterally change its COTR designation.

11. Questions concerning this subcontract shall be directed to Kim Abdinoor, Purchasing Department, SAIC-Frederick, Inc., (301) 846-5170 (t), (301) 846-5311 (f), or kabdinoor@mail.ncifcrf.gov.
12. For technical questions, contact Dr. Larry Keefer, (301) 846-1467 (t), or Dr. Xia Xu, (301) 846-6237 (t).
13. SUBMITTAL FORMAT All forms and submissions must be in the required format to be eligible for award. Failure to adhere to any completion requirement will cause the offer to be considered non-responsive.

Representations and Certifications. Awardee must sign and complete all applicable areas of the Representations and Certifications. SAIC-Frederick, Inc. will provide this document upon award of the solicitation.

Mailing Envelope. Offeror must return the proposal with the solicitation number (block 5, SF 1449-02) clearly visible on the outside of the sealed proposal envelope. The SAIC-Frederick, Inc. will not be responsible for the handling of any offers not returned with the solicitation number shown in the required manner.

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Proposal Package. The proposal packages shall be addressed as follows: SAIC-Frederick, Inc., 1050 Boyles Street, Frederick, MD 21702-1201, ATTN: Kim Abdinoor, Room 204.

**D. DELIVERY ORDER**

1. All delivery order packages, packing slips and invoices must be clearly marked with the appropriate purchase order number.

The external packaging label(s) shall indicate the SAIC-Frederick, Inc. purchase order number to allow payment according to the credit terms. Failure to provide the required purchase order number will cause delay of payment and will automatically relegate the credit terms to net 60.

All delivery order items must be packaged and shipped in accordance with applicable federal regulations.

All delivery orders against this contract shall be subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

Subpart 16.5 - Indefinite Delivery Contracts is incorporated herein by reference.

**E. EVALUATION**

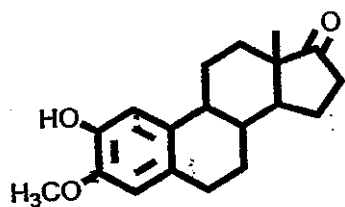
1. Basis of award shall be as follows:
  1. Vendor Performance
  2. Acceptability of Product/Service
  3. Cost
2. Award of any order or subcontract as a result of this solicitation will NOT be made to any supplier with evident deficient past performance as documented in the SAIC-Frederick, Inc. Vendor File.

ATTACHMENT 1

UNIT PRICE

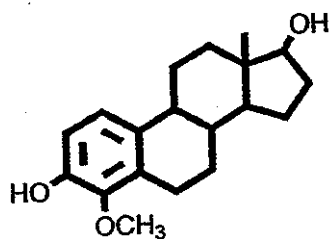
- A) 2-hydroxyestrone-3-methyl ether

\$ \_\_\_\_\_



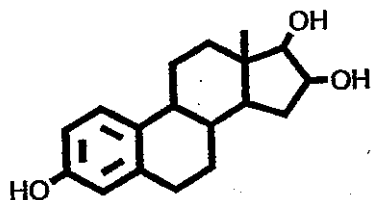
- B) 4-methoxy-17 $\beta$ -estradiol

\$ \_\_\_\_\_



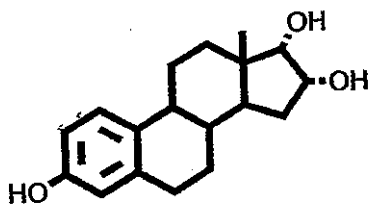
- C) 16 $\beta$ -hydroxy-17 $\beta$ -estradiol (16 $\beta$ epi-E3)

\$ \_\_\_\_\_



- D) 16 $\alpha$ -hydroxy-17 $\alpha$ -estradiol (17 $\alpha$ epi-E3)

\$ \_\_\_\_\_



**SAIC-FREDERICK, INC.  
NON-DISCLOSURE AGREEMENT**

This is an Agreement, effective \_\_\_\_\_, between SAIC-Frederick, Inc., a subsidiary of Science Applications International Corporation, (hereinafter referred to as "SAIC") and \_\_\_\_\_. It is recognized that it may be necessary or desirable to exchange information between SAIC and \_\_\_\_\_ for the purpose of providing custom synthesis.

It may be necessary for either Party to provide proprietary information to the other. With respect to such information, the Parties agree as follows:

- (1) "Proprietary Information" shall include, but not be limited to, performance, sales, financial, contractual and special marketing information, ideas, technical data and concepts originated by the disclosing Party, not previously published or otherwise disclosed to the general public, not previously available without restriction to the receiving Party or others, nor normally furnished to others without compensation, and which the disclosing Party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Non-Disclosure Agreement and appropriately identified as being proprietary when furnished.
- (2) In order for proprietary information disclosed by one Party to the other to be protected in accordance with this Non-Disclosure Agreement, it must be: (a) in writing; (b) clearly identified as proprietary information at the time of its disclosure by each page thereof being marked with an appropriate legend indicating that the information is deemed proprietary by the disclosing Party; and (c) delivered by letter of transmittal to the individual designated in Paragraph 3 below, or his designee. Where the proprietary information has not been or cannot be reduced to written form at the time of disclosure and such disclosure is made orally and with prior assertion of proprietary rights therein, such orally disclosed proprietary information shall only be protected in accordance with this Non-Disclosure Agreement provided that complete written summaries of all proprietary aspects of any such oral disclosures shall have been delivered to the individual identified in Paragraph 3 below, within 20 calendar days of said oral disclosures. Neither Party shall identify information as proprietary which is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary claims.
- (3) In order for either Party's proprietary information to be protected as described herein, it must be submitted in written form as set forth in Paragraph (2) above to the individuals identified below:

SAIC-Frederick, Inc. _____ Name: _____ Title: _____ Address: _____ Telephone No.: _____ FAX No.: _____	_____ Name: _____ Title: _____ Address: _____ Telephone No.: _____ FAX No.: _____
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- (4) Each Party covenants and agrees that it will, notwithstanding that this Non-Disclosure Agreement may have terminated or expired, keep in confidence, and prevent the disclosure to any person or



persons outside its organization or to any unauthorized person or persons, any and all information which is received from the other under this Non-Disclosure Agreement and has been protected in accordance with paragraphs 2 and 3 hereof; provided however, that a receiving Party shall not be liable for disclosure of any such information if the same:

- A. Was in the public domain at the time it was disclosed, or
- B. Becomes part of the public domain without breach of this Agreement, or
- C. Is disclosed with the written approval of the other Party, or
- D. Is disclosed after 3 years from receipt of the information, or
- E. Was independently developed by the receiving Party, or
- F. Is or was disclosed by the disclosing Party to a third Party without restriction, or
- G. Is disclosed pursuant to the provisions of a court order.

As between the Parties hereto, the provisions of this Paragraph 4 shall supersede the provisions of any inconsistent legend that may be affixed to said data by the disclosing Party, and the inconsistent provisions of any such legend shall be without any force or effect.

Any protected information provided by one Party to the other shall be used only in furtherance of the purposes described in this Agreement, and shall be, upon request at any time, returned to the disclosing Party. If either Party loses or makes unauthorized disclosure of the other Party's protected information, it shall notify such other Party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

- (5) The standard of care for protecting Proprietary Information imposed on the Party receiving such information, will be that degree of care the receiving Party uses to prevent disclosure, publication or dissemination of its own proprietary information.
- (6) Neither Party shall be liable for the inadvertent or accidental disclosure of Proprietary Information if such disclosure occurs despite the exercise of the same degree of care as such Party normally takes to preserve its own such data or information.
- (7) In providing any information hereunder, each disclosing Party makes no representations, either express or implied, as to the information's adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall either Party incur any liability or obligation whatsoever by reason of such information, except as provided under Paragraph 4, hereof.
- (8) Notwithstanding the termination or expiration of any Teaming Agreement executed in conjunction with this Agreement, the obligations of the Parties with respect to proprietary information shall continue to be governed by this Non-Disclosure Agreement.
- (9) This Non-Disclosure Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior or contemporaneous oral or written understandings and agreements regarding this issue. This Non-Disclosure Agreement shall not be modified or amended, except in a written instrument executed by the Parties.

- (10) Nothing contained in this Non-Disclosure Agreement shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or software documentation of the other Party.
- (11) Nothing contained in this Non-Disclosure Agreement shall grant to either Party the right to make commitments of any kind for or on behalf of any other Party without the prior written consent of that other Party.
- (12) The effective date of this Non-Disclosure Agreement shall be the date stipulated at the beginning of this Agreement.
- (13) This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Parties represent and warrant that this Agreement is executed by duly authorized representatives of each Party as set forth below on the date first stated above.

**SAIC-FREDERICK, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_